

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**



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Application of GOW Corporation and Great
Oaks Water Company (U-162-W) for
Authority to Acquire and Control Great
Oaks Water Company.

Application No. 14-04-035

Filed: April 22, 2014

**JOINT MOTION OF GOW CORPORATION, GREAT OAKS WATER
COMPANY, AND THE OFFICE OF RATEPAYER ADVOCATES
FOR ADOPTION OF SETTLEMENT AGREEMENT**

Date: October 2, 2014

Applicants

Great Oaks Water Company
Timothy S. Guster
Vice President and General Counsel
PO Box 23490
San José, CA 95118
Telephone: (408) 227-9540
Email: tguster@greatoakswater.com

Office of Ratepayer Advocates

Selina Shek
California Public Utilities Commission
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
Telephone: (415) 703-2423
Email: selina.shek@cpuc.ca.gov

GOW Corporation
John Roeder
Chief Executive Officer
11418 Dennis Road
Dallas, TX 75229
Telephone: (208) 863-6046
Email: jroeder@greatoakswater.com

Application of GOW Corporation and Great Oaks Water Company (U-162-W) for Authority to Acquire and Control Great Oaks Water Company.

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I. INTRODUCTION

Pursuant to Rule 12.1 *et seq.* of the Rules of Practice and Procedure (Rules) of the California Public Utilities Commission (Commission), GOW Corporation (Corporation), Great Oaks Water Company (GOWC), and the Commission’s Office of Ratepayer Advocates (ORA) (collectively referred to as the “Parties”) move for Commission approval and adoption of the Settlement Agreement entered into between Corporation, GOWC, and ORA in this proceeding, a true and accurate copy of which is attached hereto in Appendix A. The Parties jointly and mutually support the Settlement Agreement as being reasonable, consistent with the law and Commission policies, and in the public interest.

II. BACKGROUND AND PROCEDURAL HISTORY

The Corporation and GOWC filed Application (A.) 14-04-035 on April 22, 2014. On June 4, 2014, ORA filed its Protest. On June 6, 2014, Applicants filed a Reply to the ORA Protest. A prehearing conference was held on July 1, 2014 before Administrative Law Judge (ALJ) Linda Rochester. At that time, the Parties reported that they had already engaged in an exchange of information intended to satisfy ORA's concerns as stated in its Protest. Because the Parties reported significant progress toward a resolution of any outstanding issues in this proceeding, a scoping memo was not issued and, instead, the Parties were requested to report to the assigned ALJ on August 1, 2014 and to specifically advise of their progress toward final resolution and settlement. On August 1, 2014, the Parties reported that they had completed discovery and the exchange of information and were prepared to proceed to a settlement agreement. On September 5, 2014, the Parties reported that they had reached a settlement in principal and that preparation of the settlement documents was nearing completion.

Throughout the proceedings on A.14-04-035, the Parties communicated regularly on the issues presented. On September 8, 2014, the Parties reached a tentative settlement on all issues presented. On September 9, 2014, Great Oaks served a Notice of Settlement Conference for September 17, 2014 pursuant to Rule 12.1(b) of the Commission Rules. The Parties convened a settlement conference on September 17, 2014 pursuant to that Notice.

During the settlement conference the Parties confirmed the settlement of all issues presented in A.14-04-035. Immediately thereafter the Parties completed the drafting of the Settlement Agreement and caused it to be executed on September 19, 2014.¹

The Settlement includes various stipulated facts as well as: 1) compliance with statutory requirements, specifically Public Utilities Code Section 854; 2) application of the Commission's Affiliate Transaction rules; 3) service to the public interest with the reorganization; 4) inclusion of an independent audit; 5) safety protection; and 6) assurance on jurisdictional matters where California rules will apply to the Settlement.

¹ The executed Settlement Agreement is attached to the Parties' Joint Motion for Adoption of Settlement Agreement as Exhibit A.

III. REQUEST TO APPROVE AND ADOPT SETTLEMENT AGREEMENT

Pursuant to Rule 12.1(d), the Commission will not approve settlements, whether contested or uncontested, unless the settlement is reasonable in light of the whole record, consistent with law, and in the public interest. In applying this Rule, the Commission has declared that it must be convinced that the parties to the proposed settlement had a sound and thorough understanding of the application, and all of the underlying assumptions and data included in the record.² The Commission has held that this level of understanding is necessary to meet the Commission's requirements for considering any settlement.³

In addition to the standard for review under Rule 12.1(d), the Commission also has a well-established policy of approving the settlement of disputes if they are fair and reasonable in light of the whole record.⁴ This policy reduces the expenses of litigation, conserves scarce Commission resources, and allows parties to reduce the risk that litigation will produce unacceptable results.⁵ As long as a settlement, taken as a whole, is reasonable in light of the record, consistent with law, and in the public interest, it may be adopted.⁶

As the following discussion demonstrates, the settlement in this matter meets each of the Commission's criteria for approval of settlements.

A. The Settlement is Reasonable in Light of the Whole Record

The settlement in this matter is reasonable in light of the whole record because it takes into account all of the evidence presented and the Stipulations of the Parties, as well as the interests of all Parties. The Settlement specifically takes into account all aspects of the Commission's affiliate transaction rules, including the recently approved provisions in accord with Rule VII.E. of the Affiliate Transaction Rules adopted in Resolution W-

² See, e.g., D.13-05-027, *Decision Granting Motions to Adopt the All-Party Settlement Agreement and Move Previously Served Testimony into the Record*, at p. 14.

³ *Id.*, at pp. 14-15.

⁴ See, e.g., D.11-06-023, *In the Matter of the Application of Golden State Water Company on Behalf of its Bear Valley Electric Service Division (U913E), for Approval of RPS Contract with BioEnergy Solutions, LLC, and for Authority to Recover the Costs of the Contract in Rates*, at p. 13.

⁵ *Id.*

⁶ *Id.*

4984 by specifically incorporating provisions from Resolution W-4984 into the Parties' stipulations in section 2.12.25 of the Settlement Agreement.

The Parties have jointly moved for the admission of all testimony and supporting exhibits for purposes of establishing the record in the proceeding. Based upon the entirety of the Parties' testimony and supporting exhibits, the settlement is reasonable and fair in light of the whole record.

B. The Settlement is Consistent with the Law

There is no statutory provision or prior Commission decision that would be contravened or compromised by the settlement. The Parties are represented by counsel and have reviewed the Application for legal compliance. As noted in the Settlement Agreement, no Party is aware of any conflicts with applicable Commission decisions that would arise from approval of the settlement.⁷ Application 14-04-035 does not present a "project" under the California Environmental Quality Act and therefore does not require an environmental impact review.⁸ And, the Application complies with all statutory requirements of the Public Utilities Code, including the requirements under Public Utility Code §854(a).⁹

Based upon the whole record and the legal review conducted by the Parties, the settlement is consistent with all applicable laws.

C. The Settlement is in the Public Interest

The Commission has explained that a settlement which "commands broad support among participants fairly reflective of the affected interests" and "does not contain terms which contravene statutory provisions or prior Commission decisions" well serves the public interest."¹⁰ The Parties support the settlement, which fairly reflects their interests and does not in any way contravene statutory provisions or prior Commission decisions.

The settlement is in the public interest because it will result in more efficient regulation of GOWC without any additional regulatory cost and without any disruption in service. First, GOWC will continue to operate as it has in the past, using the same name, operating authority, and existing tariffs. Second, GOWC will continue to possess the

⁷ *Id.*, p. 5.

⁸ *Id.*

⁹ *Id.*

¹⁰ D.13-05-027, at p. 17 (citing *Re San Diego Gas & Elec.*, D.92-12-019)

technical, managerial, and financial resources necessary to provide its authorized services. And, third, the Commission's affiliate transaction rules and conditions will remain in effect.

In addition, compared to a complete evidentiary hearing on all issues, the settlement achieves a significant savings in time, resources, and expense for all Parties, and for the Commission as well. The Parties engaged in thorough settlement negotiations, aided by the clear and deep understanding of the issues by both Parties. The Parties fully considered the facts and law relevant to A.14-04-035 and reached reasonable compromises on the issues. The settlement was completed and confirmed in a properly noticed Settlement Conference held on September 17, 2014. Approval of the settlement under these circumstances is fully consistent with the Commission's acknowledgement that "[t]here is a strong public policy favoring settlement of disputes to avoid costly and protracted litigation."¹¹ The settlement is in the public interest and its approval by the Commission is warranted.

IV. CONCLUSION

The Parties represent that the settlement reached in this proceeding meets all Commission requirements for the approval of settlements and, together, they respectfully request that the Commission approve the settlement as expeditiously as possible.

Date: October 2, 2014

Respectfully submitted,

Applicants

_____/s/
Great Oaks Water Company
Timothy S. Guster
Vice President and General Counsel
PO Box 23490
San José, CA 95118
Telephone: (408) 227-9540
Email: tguster@greatoakswater.com

Office of Ratepayer Advocates

_____/s/
Selina Shek
California Public Utilities Commission
Legal Division
505 Van Ness Avenue
San Francisco, CA 94102
Telephone: (415) 703-2423
Email: selina.shek@cpuc.ca.gov

¹¹ D.88-12-083, *Re PG&E*.

/s/

GOW Corporation
John Roeder
Chief Executive Officer
11418 Dennis Road
Dallas, TX 75229
Telephone: (208) 863-6046
Email: jroeder@greatoakswater.com

APPENDIX A

SETTLEMENT AGREEMENT

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA**

Application of GOW Corporation and Great
Oaks Water Company (U-162-W) for
Authority to Acquire and Control Great
Oaks Water Company.

Application No. 14-04-035

Filed: April 22, 2014

**SETTLEMENT AGREEMENT BETWEEN GOW CORPORATION,
GREAT OAKS WATER COMPANY, AND THE OFFICE OF
RATEPAYER ADVOCATES**

1. GENERAL PROVISIONS

1.1. Pursuant to Article 12 of the Rules of Practice and Procedure of the California Public Utilities Commission (Commission), this Settlement Agreement (Agreement) is made and entered into by and between Great Oaks Water Company (GOWC), GOW Corporation (Corporation), and the Commission's Office of Ratepayer Advocates (ORA). GOWC, Corporation, and ORA are referred to jointly in this Agreement as the "Parties" or sometimes each individually as a "Party."

1.2. After conducting discovery, negotiating, and analyzing their respective interests, the Parties have determined that this Agreement is in their best interests, in the public interest, and more cost-effective for all concerned than undertaking the expense, delay, and uncertainty of further litigation. Because this Agreement represents a compromise by them, the Parties have entered into each stipulation contained in the Agreement on the basis that its approval by the Commission not be construed as an admission or concession by any Party regarding any fact or matter of law in dispute in

this proceeding. The Parties have reached this Agreement after taking into account the possibility that each Party may or may not prevail on any given issue.

1.3. This Agreement has been jointly negotiated and drafted by the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly enforced for or against either Party.

1.4. Pursuant to Rule 12.5 of the Commission's Rules of Practice and Procedure, approval of this Agreement by the Commission may not be construed as a precedent or statement of policy of any kind for or against either Party in any current or future proceedings.

1.5. The Parties agree to maintain the confidentiality of all settlement negotiations and communications made during the course of settlement discussions in this matter, and agree that such communications remain subject to Rule 12.6 of the Commission's Rules of Practice and Procedure.

1.6. This Agreement is not severable. The Parties agree that if the Commission fails to adopt this Agreement in its entirety and without condition or modification, the Parties shall convene a settlement conference within fifteen (15) days after the Commission's action to discuss whether they can resolve issues raised by the Commission's disposition of this Agreement. If the Parties cannot mutually agree to resolve the issues raised by the Commission's actions within thirty (30) days after their settlement conference, this Agreement shall be rescinded and deemed as if it were never entered into, and the Parties shall be released from any and all obligations set forth in this Agreement.

1.7. None of the provisions of this Agreement shall be considered waived by the Parties unless such waiver is given in writing. The failure of any Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of their respective rights hereunder shall not be construed as a waiver of any such provision or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

1.8. This Agreement and all the covenants set forth herein shall be binding upon and shall inure to the benefit of the respective Parties hereto, including their respective successors in interest.

1.9. The Parties agree without further consideration to execute and deliver such other documents and take such other actions as may be necessary to achieve the purposes of this Agreement. The Parties agree to use their best efforts to obtain Commission approval of the Agreement and to take no action and make no statements or comments contrary to the Agreement or the efforts to obtain Commission approval of the Agreement. The Parties shall request that the Commission approve the Agreement without change and find the Agreement to be reasonable, consistent with the law, and in the public interest.

2. APPLICATION 14-04-035 AND SUPPORTING EVIDENCE

2.1. In Application (A.) 14-04-035, GOWC and Corporation requested that the Commission issue an Order authorizing for Corporation to acquire and control GOWC through a corporate reorganization pursuant to the terms of the Contribution Agreement and Plan of Reorganization entered into between GOWC and Corporation (Agreement). The Agreement was attached to A.14-04-035 as Exhibit A.

2.2. The Parties entered into a Stipulation of the following facts in support of A.14-04-035:

2.2.1. Applicant Great Oaks Water Company (GOWC) is a California corporation in good standing and a Class A water utility regulated by the California Public Utilities Commission (Commission). GOWC's Articles of Incorporation, as amended, were submitted with Application (A.) 14-04-035 and attached to the Stipulation as Exhibit B.

2.2.2. GOWC provides water service to approximately 20,500 customers in its authorized service area located in Santa Clara County, California, as evidenced and described in GOWC's authorized tariffs on file with the Commission.

2.2.3. GOWC's principal place of business is located at 20 Great Oaks Boulevard, Suite 120, San José, California 95119.

2.2.4. GOWC's management includes John Roeder, Chief Executive Officer, Tim Guster, Vice President and General Counsel, and Ron Ceolla, Chief Financial Officer. Other key employees are Jared Ajlouny, Director of Construction, and Wendy Pon-Villalpando, Customer Service Manager. No changes to GOWC management or key employees are contemplated as part of the reorganization described in A.14-04-035.

2.2.5. GOWC has two shareholders: John W.S. Roeder (Roeder) and the John W.S. Roeder Continuing Trust (Trust). In addition to its regulated utility operations, GOWC also owns Great Oaks Water LLC, a California limited liability company (LLC). LLC owns the real estate and building housing GOWC's management offices, vehicle service bay, and customer service operations. GOWC also owns real estate in Idaho, Texas, and Oregon.

2.2.6. In compliance with Rules 3.6(e) and 2.3 of the Commission's Rules of Practice and Procedure, GOWC's financial statement as of December 31, 2013 was submitted with A.14-04-035 and attached to the Stipulation as Exhibit C.

2.2.7. Applicant GOW Corporation (Corporation) is a Wyoming corporation in good standing. Corporation's Articles of Incorporation were submitted with A.14-04-035 and attached to the Stipulation as Exhibit D.

2.2.8. Corporation is owned by Roeder and Trust, with each holding the same number and percentage of shares that each of Roeder and Trust own in GOWC. Corporation was formed for the purposes of the planned reorganization and has a principal place of business at 11418 Dennis Road, Dallas, Texas 75229. Roeder is the sole director and officer of Corporation.

2.2.9. Corporation is qualified to transact business in the State of California in compliance with Rule 2.2 of the Commission's Rules of Practice and Procedure. A copy of Corporation's Certificate of Qualification was attached to the Stipulation as Exhibit E.

2.2.10. On April 22, 2014, GOWC and Corporation entered into a Contribution Agreement and Plan of Reorganization (Agreement), a copy of which was submitted with A.14-04-035 and attached to the Stipulation as Exhibit A. The Agreement provides for a corporate reorganization that will result in the separation of assets, liabilities, and operations regulated by the Commission from assets, liabilities, and operations that are not regulated by the Commission. The purpose of the reorganization is to create clear separation between regulated and unregulated activities without in any way changing the ownership and control of regulated activities or affecting the Commission's authority to regulate those activities.

2.2.11. A listing of the assets, liabilities, and operations being distributed from GOWC to Corporation was attached to the Stipulation as Exhibit F. The values shown on Exhibit F are as of December 31, 2013.

2.2.12. The reorganization under the Agreement will not result in any interference or other disruption of regulated water service to GOWC customers or regulation of GOWC by the Commission. The reorganization ensures the continuous delivery of safe and reliable water to GOWC's customers.

2.2.13. The reorganization does not raise any concerns regarding the safety of GOWC's customers, employees, or the general public.

2.2.14. No GOWC employees are affected by the reorganization. To the extent any GOWC employees provides services of any kind to Corporation following the reorganization, GOWC will track and report on such activity in compliance with the Commission's Affiliate Transaction Rules and with GOWC's Compliance Plan for Affiliate Transactions and the Use of Regulated Assets for Non-Tariffed Utility Services.

2.2.15. Following the reorganization:

2.2.15.1. GOWC and Corporation shall be separate legal entities;

2.2.15.2. GOWC shall observe, in all material aspects, all formalities and procedures required by its Articles of Incorporation, bylaws, and applicable corporate laws regarding the management of its business;

2.2.15.3. GOWC shall correct any known misunderstanding regarding the separate entity of GOWC, and shall not identify itself as a department or division of Corporation, but may identify itself as a subsidiary;

2.2.15.4. GOWC may only share its assets, funds, liabilities, or business functions with Corporation as permitted by D.10-10-019, or any other applicable Commission decisions or orders;

2.2.15.5. GOWC shall conduct business in its own name as an entity distinct from Corporation;

2.2.15.6. GOWC shall use stationery and the like bearing its own name on its stationery and other external communications, but may include for identification purposes, a tag line or descriptive information identifying GOWC as a member of Corporation's corporate family;

2.2.15.7. GOWC shall maintain separate financial statements showing its assets and liabilities on a stand-alone basis, but these may be included in the consolidated financial statements of Corporation for financial reporting purposes;

2.2.15.8. GOWC's accounting records shall be kept in accordance with the applicable Uniform System of Accounts (USOA), or as appropriate, Generally Accepted Accounting Principles (GAAP) and/or income tax statutes or regulations;

2.2.15.9. GOWC shall not enter into financial transactions with Corporation that are disallowed in D.10-10-019, or any successor Decisions, except as permitted by the Commission;

2.2.15.10. GOWC shall not issue, secure, or guarantee the debts of Corporation, except as permitted by the Commission;

2.2.15.11. GOWC shall allocate any shared corporate support and services, pursuant to D.10-10-019 and any other applicable Commission decisions or orders;

2.2.15.12. GOWC shall not make any loans to Corporation, except on terms that are substantially similar to those that would be available on an arms-length basis with unaffiliated third parties; and

2.2.15.13. GOWC shall maintain its assets and liabilities, and books and records, in a manner that enables a court to ascertain or identify its individual assets and liabilities as separate and distinct from those of Corporation.

2.2.16. No costs of any kind associated with the reorganization are or will be requested from or otherwise passed on to GOWC ratepayers. Ratepayers will be exempt from any additional costs incurred by GOWC arising from the reorganization. Any expenses incurred in relation to the proceedings on A.14-04-035 (including, but not limited to taxes, outside legal expenses, and travel costs) shall be accounted for as non-utility expenses and shall not be included in the recorded base of any account included in the calculation of revenue requirement for future general rate cases.

2.2.17. The acquisition and reorganization will not affect GOWC's ability to fund or finance all of its public utility service obligations. After the acquisition and reorganization, Corporation shall not impose upon GOWC any financial provisions that

restrict or reduce the net worth of GOWC or hinders its capability to provide safe and reliable service to its ratepayers.

2.2.18. The reorganization does not make Corporation a guarantor of GOWC, but Corporation shall ensure that GOWC has adequate capital to fulfill all its public utility service obligations. The term “capital” encompasses “money and property with which a company carries on its corporate business; a company’s assets, regardless of source, utilized for the conduct of the corporate business and for the purpose of deriving gains and profits; and a company’s working capital,” and is not limited to mean only “equity capital, infrastructure investment, or any other term that does not include, simply, money or working cash.”

2.2.19. As a result of the acquisition and reorganization, no direct or indirect change in the environment will occur, as the property that is the subject of the reorganization will be used in the same manner as before the reorganization. The reorganization does not constitute a “project” under the California Environmental Quality Act (CEQA).

2.2.20. The reorganization is in the public interest because it will result in more efficient regulation of GOWC without any additional regulatory cost and without any disruption in service. First, GOWC will continue to operate as it has in the past, using the same name, operating authority, and existing tariffs. Second, GOWC will continue to possess the technical, managerial, and financial resources necessary to provide its authorized services. And, third, the Commission’s affiliate transaction rules and conditions will apply to transactions between the GOWC and Corporation .

3. SETTLEMENT

3.1. The Parties conducted informal settlement negotiations during which the Parties discussed the evidence presented, the Stipulations, ORA’s concerns, and proposed resolutions to ORA’s concerns. The Parties reached a tentative settlement on September 9, 2014. On September 9, 2014, on behalf of the Parties, and in compliance with Rule 12(b) of the Commission’s Rules of Practice and Procedure, Great Oaks filed and served a Notice of Settlement Conference. The Parties held a settlement conference on September 17, 2014 pursuant to such Notice and reached a final settlement of all issues.

3.2. In addition to the facts set forth in the Stipulation, the Parties further agree to the following terms of this Settlement:

3.2.1. Compliance with Statutory Requirements. A.14-04-035 seeks authority for an indirect transfer of control over GOWC pursuant to Pub. Util. Code §854, which requires Commission approval before any person or corporation merges, acquires, or controls any public utility organized and doing business in the State of California. The Parties expressly agree that the reorganization, which is the subject of A.14-04-035, complies with all applicable statutory requirements of the Public Utilities Code of which they are aware, including but not limited to Section 854. The Parties further agree that the reorganization does not constitute a “project” under the California Environmental Quality Act and that no environmental impact review is required pursuant to such law.

3.2.2. The Reorganization is in the Public Interest. The reorganization which is the subject of A.14-04-035 (the Agreement) does not adversely affect the public interest, but rather serves the public interest because it separates regulated assets, liabilities, and operations from unregulated assets, liabilities, and operations owned by GOWC and will simplify reporting to and regulation of GOWC by the Commission, all without any cost or detriment to ratepayers or water service provided by GOWC.

3.2.3. Application of Commission Affiliate Transaction Rules. The Parties agree that the Commission’s Affiliate Transaction Rules (as adopted in D.10-10-019) and Resolution W-4984 apply and that GOWC and Corporation are required to comply with such rules.

3.2.4. Audit. The Parties expressly agree that an independent audit shall be performed and a report on such audit shall be submitted to the Commission’s Division of Water and Audits and to ORA on or before September 30, 2015. The audit report shall include financial information on the acquisition and reorganization and compliance with the Affiliate Transaction Rules, including financial information regarding the assets, liabilities, and any other tangible or intangible property distributed from GOWC to Corporation under the Contribution Agreement.

3.2.5. Application and Settlement Raise No Safety Concerns. The Parties agree that the reorganization, which is the subject of A.14-04-035, and this Settlement do not

raise any concerns that would impede or prevent Great Oaks from ensuring the safety of its patrons, employees, or the public.

3.2.6. Jurisdictional Matters. The Parties agree that the Settlement shall be governed by and construed in accordance with the laws of the State of California. Parties further agree to submit any claim, dispute, or request for relief regarding the Settlement to the Commission for resolution in the first instance, and that if judicial relief is sought Parties will file their requests only in the courts of the State of California.


3.2.7. Acquisition and Reorganization Approved. Based upon the Application and Supporting Evidence set forth in Section 2, above, and upon the terms of the Settlement set forth in Section 3, above, the Parties agree that the acquisition and reorganization as requested in A.14-04-035 may proceed without delay.

4. EXECUTION OF SETTLEMENT AGREEMENT


4.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts together shall constitute one and the same instrument. By signing below, each signatory represents and warrants that he/she is authorized to sign this Agreement on behalf of the identified Party and thereby bind such Party to the terms of this Agreement. This Agreement shall become binding and effective as of the date it is fully executed by both Parties.

Office of Ratepayer Advocates


Great Oaks Water Company

By: 

Joseph P. Como
Acting Director


By: 

Timothy S. Gaster
Vice President and General Counsel

Date: 

Date: 9-19-2014

GOW Corporation

By: 

John W.S. Roeder
Chief Executive Officer

Date: 9-29-14